

Shared Access License Agreement

This Shared Access License Agreement ("**Agreement**") is entered into this ^{27th} day of December, 2001 by and between LOMITA PARTNERS, LLC, a California limited liability company ("**Buyer**"), and Boeing Electron Dynamic Devices, Inc. ("**Boeing**"), a Delaware corporation, as follows.

RECITALS

A. Buyer is the owner of the real property generally described as 3040 Lomita Boulevard, Torrance, CA ("**3040 Lomita Property**"), as depicted on Exhibit A hereto, and as more particularly described on Exhibit B hereto.

B. Boeing is the ground lessee of the real property generally described as 3100 Lomita Boulevard, Torrance, CA (the "**Torrance Campus**"), as depicted on Exhibit A, and as more particularly described on Exhibit C attached hereto, which it leases from the ground lessor, Bard College ("**Bard**"), a New York educational corporation.

C. Electric Vehicle Drive ("**Electric Vehicle Drive**"), depicted on Exhibit A, is an existing paved road of varying width, which is currently used as access to and from Lomita Boulevard for the 3040 Lomita Property and the Torrance Campus.

D. The parties desire to set forth their mutual understanding to provide for their continued use of Electric Vehicle Drive, upon the terms and conditions set forth herein.

AGREEMENT

NOW THEREFOR, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

1. Incorporation of Recitals. The above Recitals are incorporated herein and are true and correct.

2. Grant of License. The parties hereto each grant to the other (each a "**Licensee**") and their Permitted Users (hereafter defined) the right to use Electric Vehicle Drive for vehicular ingress and egress to and from Lomita Boulevard and their respective properties. This grant of license is coupled with an interest, is irrevocable, and may be terminated only as provided hereafter. The term "**Permitted Users**" shall refer to a Licensee, its tenants, permitted subtenants and its and their respective employees, customers, visitors, contractors, servants, guests and invitees and, with respect to Buyer as Licensee only, the Fairchild Group and its successors and assigns (provided, however, that the Fairchild Group shall not be or be deemed or considered a third-party beneficiary of this Agreement for any purpose whatsoever).

3. Term of License. (a) Termination. This term of this License shall commence as of the date hereof, and shall terminate upon not less than five (5) months written notice ("**Termination Notice**") by Boeing or the mutual written agreement of the parties. Following the expiration of such period or the date set by mutual written agreement (if applicable) ("**Termination Date**"), neither Buyer nor Boeing shall have any further right to use any portion of Electric Vehicle Drive located upon the property of the other, provided however, that Boeing's rights to use that portion of the 3040 Lomita Property pursuant to the Easement Agreement (as defined in that certain Real Property Purchase and Sale Agreement and Escrow Instructions dated October __, 2001 and executed by the parties hereto) and recorded in the Official Records of the Los Angeles County Recorder on _____, 2001 as Instrument No. _____, shall not be impaired or affected by the provisions of this paragraph or the termination of this Agreement.

(b) Removal of Median. Promptly after the Termination Notice, the parties shall meet and attempt to agree in good faith upon a modification/reconfiguration of the cement median area shown on Exhibit A, including, without limitation, the party to perform the construction and the cost sharing thereof (the "Median Modification"). If the parties cannot agree on all aspects of the Median Modification within 90 days following the Termination Notice, then not less than 30 days prior to the Termination Date, Buyer shall remove the cement median, recompact the land beneath the median and within the median area as necessary and re-asphalt the median area (collectively, the "Median Removal Work"). The Median Removal Work shall be in accordance with all applicable laws and codes in a good and workmanlike manner and after obtaining all necessary permits. Buyer shall maintain reasonable and customary insurance during such work and shall be granted such temporary construction easements from Boeing as may be necessary in connection with such work. The Median Removal Work shall be performed at Buyer's sole cost and expense, subject, however, to reimbursement by Boeing of 50% of actual third-party cost and expenses reasonably incurred by Buyer in completing the Median Removal Work, such reimbursement to be made pursuant to and governed by Section 5 below. If Buyer fails to complete the Median Removal by the date that is 30 days prior to the Termination Date, Boeing may elect, by notice to Buyer, to perform some or all of the Median Removal Work itself, in which event (i) Buyer shall be deemed to have granted such temporary construction easements to Boeing as may be necessary in connection with such work, and (ii) Buyer shall reimburse Boeing, in addition to any other rights or remedies Boeing may have as a result of such default, for all costs and expenses incurred by Boeing in connection with the Median Removal Work in question, together with an administrative/supervision fee of ten percent (10%) of such costs and expenses, such reimbursement to be made pursuant to and governed by Section 5 below.

4. Operation.

4.1 Each party shall be responsible for maintenance and repair of that portion of Electric Vehicle Drive located upon its property. In each case the party so designated shall be referred to herein as a “**Responsible Owner**.” Notwithstanding the foregoing, each party agrees that it will repair and restore any areas damaged by such party’s or its Permitted Users’ use thereof, except for damage caused by normal wear and tear. Each Responsible Owner shall manage, maintain and operate each area for which it is responsible under this Section in a reasonable, clean and safe manner, in good condition and in accordance with all applicable laws.

4.2 In the event that (i) a Responsible Owner shall fail to materially perform its obligations under this Section 4 or any other provision of this agreement and such failure shall continue for thirty (30) days after delivery to such party of written notice of such failure (or for such longer period as may be reasonable under the circumstances, if the cure thereof has been commenced within such period and is thereafter diligently prosecuted to completion), the other party may perform such failed obligation on behalf of the defaulting party and the defaulting party shall reimburse the other party for all reasonable costs and expenses incurred in connection with such substitute performance on behalf of the defaulting party, together with interest thereon at the rate of ten percent (10%) per annum from the date such costs were incurred.

5. Payments, Liens and Remedies.

5.1 Except where expressly otherwise provided hereunder, any amount required to be paid by one party to the other party hereunder shall be due and payable thirty (30) days following the delivery of a written demand therefor. Any payment or other amount delinquent hereunder which is not paid in full within ten (10) days following delivery to delinquent party of written notice of such delinquency shall bear interest on the amount delinquent from the date due until paid at the rate of ten percent (10%) per annum.

5.2 Each party authorized or permitted hereunder to perform or cause to be performed any act on any Property of the other party shall (i) remove of record, by bond or otherwise, any lien mechanics lien, materials lien, stop notice or other encumbrance asserted against or otherwise encumbering the Property or other property of the other party resulting from the acts of such party, and their respective Permitted Users (“Asserted Liens”) and (ii) shall indemnify, defend and hold harmless the other party and its property from any claims, damages, liabilities, costs, obligations and expenses, including, without limitation, attorneys’ fees, arising in connection with any such Asserted Liens.

5.3 Any right to payment owed by one party to another party shall be secured by lien therefor and shall attach to the portion of the property, and improvements

thereon, owned by the defaulting party effective upon recording of notice thereof in the Office of the County Recorder of Los Angeles County and delivery of such notice, together with recording information to the defaulting party. Such lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting any portion of the Properties and/or improvements thereon, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such first mortgage or deed of trust shall take title free and clear of any such then existing lien but otherwise subject to the provisions of this Agreement.

6. Temporary Closure. Each party reserves the right to reasonably close off such portions of its Property for such reasonable period or periods of time as may be legally necessary to prevent the accrual of prescriptive rights by an person or the public generally and to cause the ejection from its Property of any person or persons not authorized, empowered or privileged to use such Property pursuant to this Agreement; provided, however, that any party closing its Property, or any portion thereof, shall coordinate such closing with the other party so that no unreasonable interference with the operation of the other Property or any business operations located thereon shall occur.

7. Indemnity. Each party agrees to indemnify, defend and hold harmless the other party from any claims, demands, losses, actions, liabilities, obligations, damages, costs or expenses, including without limitation, attorneys' fees (collectively, "Claims, Damages and Costs") arising out of any act, omission or event occurring on the other party's property caused or resulting from negligence or misconduct of such indemnifying party, or any of their agents, contractors employees or representatives or Permitted Users (collectively, "Related Parties"); provided, however, that the foregoing indemnity shall not apply to the extent any such Claims, Damages and Costs are caused by or result from the negligence or willful misconduct of the indemnitee or any of its Related Parties. The provisions of this Section 7 shall survive the termination of this Agreement.

8. Insurance.

8.1 Liability Insurance. Each party shall purchase and maintain commercial public liability insurance covering personal injuries and damages to personal property, with broad form general liability endorsement in the combined single limit of at least One Million Dollars (\$1,000,000), against all claims, losses, and liabilities arising out of such party's use or operation of its property and its rights hereunder. Such insurance shall be primary and in excess of and not contributory with other insurance carried by other persons. All such policies of insurance shall be issued by insurance companies licensed to do business in California and having a rating of not less than A-X in Best's Insurance Guide. Each party shall deliver to the other party certificates of insurance evidencing its compliance with this Section. Such certificates shall also include the agreement of the insurance carrier not to cancel or otherwise terminate any insurance coverage without endeavoring to first give at least thirty (30) days' prior

written notice to the other party. Any insurance required to be carried pursuant to this Agreement may be carried under (i) a blanket policy or policies covering other liabilities and locations of a party or (ii) a formal plan of self-insurance, provided that the party self-insuring has and maintains a net worth of at least One Hundred Million Dollars (\$100,000,000.00) and provides to the other party customary evidence of provision of such self insurance.

8.2 Release and Waiver of Subrogation. Each party for itself releases the other party from and to the extent legally possible for it to do so, and each party hereby waives any claim, for any loss or damage to any real or personal property located upon its Property, which loss or damage is of the type generally covered by an “all-risk” form of property insurance, irrespective of any negligence on the part of the other party which may have contributed to or caused such loss or damage. The Parties agree that their respective insurance policies shall include a waiver of subrogation. The provisions of this Section 8.2 shall survive the termination of this Agreement.

9. Hazardous Substances. For purposes of this Agreement, “Hazardous Substance” shall mean any “hazardous substance,” “toxic substance,” “hazardous waste” or “hazardous material,” as defined in one or more Environmental Laws (defined below) as of the date hereof; provided, however, that “Hazardous Substance” shall not include any asbestos or asbestos-containing material. “Environmental Laws” shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date hereof pertaining to the use, generation, storage, disposal, release, remediation, treatment or removal of any Hazardous Substance, including, without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., and California Health and Safety Code Section 25100, et seq. Each party covenants that during the term of this Agreement, each party shall comply with all Environmental Laws and shall not suffer or permit any Hazardous Substances to be generated, placed, discharged, emitted, released, disposed of or stored in, on, under, from or about the areas covered by this Agreement, except as incidental to the normal operation of motor vehicles, and in no event in violation of any applicable Environmental law, or transported except in accordance with applicable Environmental Law. Each party agrees to indemnify, defend, protect and hold harmless the other party, its partners, subpartners, parent, parent organization, affiliates, subsidiaries, as and if applicable, and their respective officers, directors, legal representatives, successors, assigns, agents, servants, employees, and independent contractors, and each of them, from any and all direct and proximate loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorneys’ fees and the reasonable fees of consultants, accounts and expert witnesses relating thereto) incurred in connection with or arising from any Hazardous Substances to the extent generated, placed, used, discharged, emitted, released, transported, disposed of or stored in, on, under, from or

about the respective license area by such party or any of its agents, servants, employees, invitees, independent contractors or such party's Permitted Tenants or their respective Permitted Users. The indemnity provisions of this Section 9 shall survive the termination of this Agreement.

10. Miscellaneous.

(a) No Public Dedication; No Third Party Rights.

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Properties to the general public or for any public use or purpose whatsoever, it being the intention of the parties and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties and their successors and assigns, any rights or remedies under or by reason of this Agreement.

(b) No Third Party Beneficiary. Except as otherwise explicitly set forth herein, this Agreement is only for the benefit of the parties and their respective successors and permitted assigns. This Agreement may only be enforced by the parties, their successors and permitted assigns. No other person or entity shall be entitled to claim a breach of this Agreement or to enforce this Agreement, judicially or otherwise.

(c) Quitclaim Deed. Upon request of Buyer or Boeing, the parties shall execute and deliver to the other, in recordable form, and permit the recording of, mutual Quitclaim Deeds conveying to the other any right, title or interest such party may have to Electric Vehicle Drive located on the property of the other by virtue of this Agreement. Such Quitclaim Deeds shall have no effect on any indemnity obligation which may have arisen prior to the Termination Date, or any provision of this Agreement which expressly survives the termination of this Agreement, or any easements(s) then of record.

(d) Transferability. Subject to the terms and conditions of this Agreement, (i) the rights and privileges hereunder shall be transferable only in connection with a transfer of the property to which they are appurtenant (i.e., the 3040 Lomita Property and the Torrance Campus, and no other property) and (ii) all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against the parties and their respective legal representatives, successors and permitted assigns. This agreement may not be assigned by Buyer without the written consent of Boeing.

(e) Termination of Liability. Whenever a bona fide transfer of a party's interest in any of the properties takes place, the transferor shall not be liable for breach of a covenant occurring thereafter, and the transferor shall be released from further obligations hereunder, but such transferor shall not be released from any obligations arising prior to such transfer.

(f) Notices. Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given to any party shall be in writing, and shall be (i) personally delivered, (ii) if delivered by overnight commercial carrier, one business day following delivery of such notice, as shown on the sender's delivery receipt from such carrier, or (iii) if mailed, on the date of delivery as shown by the sender's certification receipt. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given shall be deemed to constitute receipt of the notice. The addresses for notices to the parties are:

To Buyer:

433 N. Camden Drive Suite 820
Beverly Hills, CA 90210
Attention: Lawrence N. Field and Kevin Mansfield

To Boeing:

Boeing Realty Corporation
3760 Kilroy Airport Way, Suite 500
Long Beach, CA 90806
Attn: Gary Rafferty, Esq.

The foregoing addresses for notice may be changed by written notice in the manner specified above.

(g) Gender. The use herein of the neuter gender shall include the masculine and the feminine, and the singular number shall include the plural, whenever the context so requires.

(h) No Waiver. No waiver of any default by any party shall be implied from any omission by any other party to take any action in respect of such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any party to or of any act or request of any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or request. The rights and remedies given to any party by this Agreement are cumulative, and not of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which such party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such party shall not impair such party's right to exercise right to exercise any

other right or remedy.

(i) Grants Subject to Matters of Record. The rights and privileges granted by this Agreement are subject to all covenants, conditions, restrictions, easements, rights-of-way, and other matters of record as of the date of this Agreement.

(j) Amendment. This Agreement may be canceled, changed, modified in whole or in part only by a written and recorded agreement executed by all of the parties, or their respective successors in interest at the time of such amendment or termination.

(k) Negation of Partnership. None of the terms or provisions hereof shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers, or members of any joint enterprise, in the operation of the license areas.

(l) Entire Agreement. This instrument contains the entire agreement of the Parties as to the rights herein granted and the obligations herein assumed, and no oral representation shall be of any force or effect.

(m) Severability. Invalidity of any covenant, condition, or restriction or any other provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

(n) Headings. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit, expand or define the contents of the respective sections or paragraphs.

(o) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(p) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

(q) Mutual Waiver of Consequential Damages. It is expressly understood and agreed that, notwithstanding anything in this Agreement to the contrary, neither party shall be liable under any circumstances for injury or damage to, or interference with, the other party's business, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring. The provisions of this section shall survive the termination of this Agreement.

(r) Attorney's Fees. In the event that either party should bring suit for a breach of any provision of this Agreement or for any other relief against the other, then the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

BOEING ELECTRON DYNAMIC DEVICES, INC.
a Delaware corporation

By:
Its:



Stephen J. Barker
Authorized Signatory

LOMITA PARTNERS, LLC, a California limited liability company

By: HEARTLAND INVESTMENTS, INC.,
a California corporation, its managing member

By: _____
Its: _____

(r) Attorney's Fees. In the event that either party should bring suit for a breach of any provision of this Agreement or for any other relief against the other, then the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

BOEING ELECTRON DYNAMIC DEVICES, INC.

a Delaware corporation

By: _____
Its: _____

LOMITA PARTNERS, LLC, a California limited liability company

By: **HEARTLAND INVESTMENTS, INC.,**
a California corporation, its managing member


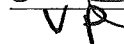
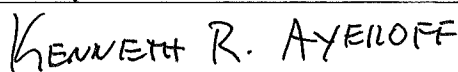
By: _____
Its: _____

KENNETH R. AYEROFF

Exhibit A

Depiction of 3040 Lomita Blvd, 3100 Lomita Blvd and Electric Vehicle Drive

[to be attached]

EXHIBIT A

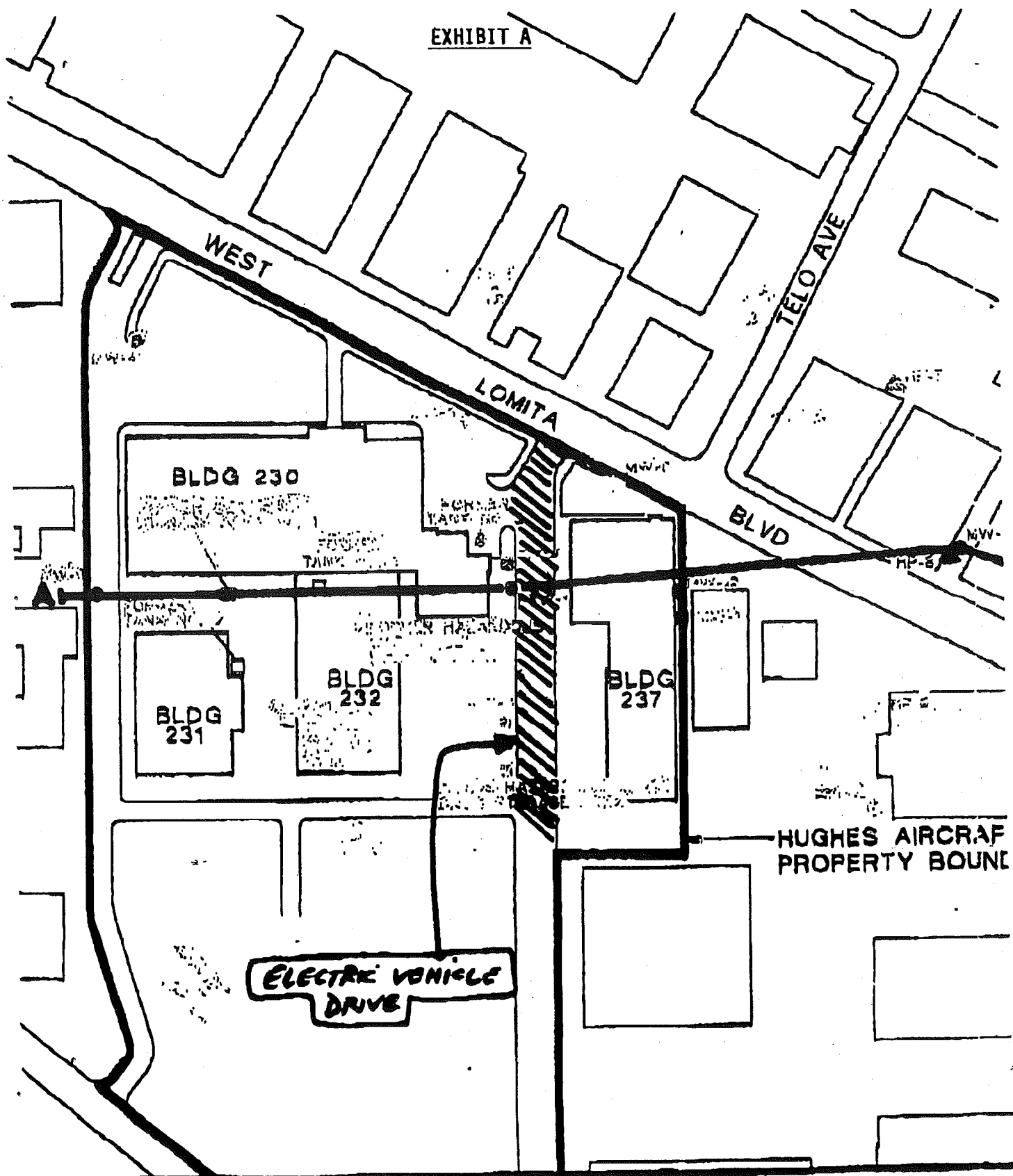


Exhibit B

(commonly known as 3040 Lomita Blvd., Torrance, California)

THE SURFACE AND THAT PORTION OF THE SUBSURFACE LYING ABOVE A PLANE 500 FEET IN DEPTH MEASURED VERTICALLY FROM THE SURFACE AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF PARCEL 2, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON PARCEL MAP NO. 2789, FILED IN BOOK 38 PAGE 82 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit C

(commonly known as 3100 Lomita Blvd., Torrance, California)

PARCEL 1:

THE SURFACE AND THAT PORTION OF THE SUBSURFACE LYING ABOVE A PLANE 500 FEET IN DEPTH, MEASURED VERTICALLY FROM THE SURFACE, AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN THE RANCHO LOS PALOS VERDES, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO ORIN S. WESTON BY DECREE OF DISTRIBUTION IN THE ESTATE OF B. S. WESTON, RECORDED IN BOOK 2838 PAGE 230 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING THE PART OF THAT CERTAIN TRACT OF LAND MARKED "B. S. WESTON 1898.4 ACRES" ON A MAP OF PARTITION OF PART OF THE RANCHO LOS PALOS VERDES, FILED IN CASE NO. 11575 OF THE SUPERIOR COURT OF SAID COUNTY, A COPY OF WHICH MAP IS FILED IN BOOK 1 PAGE 3 OF RECORD OF SURVEYS, IN SAID OFFICE OF THE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO STANDARD OIL COMPANY, BY DEED DATED DECEMBER 18, 1925, RECORDED IN BOOK 5494 PAGE 188 OF OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTH 62 DEGREES 50 MINUTES 50 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY 2141.41 FEET, TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO PACIFIC SEMI-CONDUCTORS, INC., A DELAWARE CORPORATION, RECORDED JANUARY 3, 1963 AS INSTRUMENT NO. 2182 IN BOOK D-1872 PAGE 433, OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, FORMERLY KNOWN AS WILMINGTON AND SALT WORKS ROAD, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 1135 PAGE 101 OF DEEDS AND IN BOOK 754 PAGE 171 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, 422.81 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHERLY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY; THENCE NORTH

62 DEGREES 50 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY LINE
422.81 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER
HYDROCARBON SUBSTANCES AND OTHER MINERALS IN OR UNDER SAID
LAND OR THAT MAY BE PRODUCED THEREFROM, BUT WITH NO RIGHT OF
ENTRY UPON OR THROUGH THE SURFACE OF OR THAT PORTION OF THE
SUBSURFACE LYING 500 FEET VERTICALLY IN DEPTH BELOW THE
SURFACE THEREOF, AS RESERVED BY H. J. EARLY AND DAISY LEE EARLY,
HIS WIFE, IN DEED RECORDED APRIL 16, 1963 IN BOOK D-1993 PAGE 34,
OFFICIAL RECORDS.

PARCEL 2:

THE SURFACE AND THAT PORTION OF THE SUBSURFACE LYING ABOVE A
PLANE 500 FEET IN DEPTH, MEASURED VERTICALLY FROM THE SURFACE,
AS SAID SURFACE EXISTED ON JANUARY 27, 1959 OF THAT PORTION OF
THAT CERTAIN PARCEL OF LAND IN THE RANCHO LOS PALOS VERDES, IN
THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA, ALLOTTED TO ORIN S. WESTON, BY DECREE OF
DISTRIBUTION IN THE ESTATE OF B. S. WESTON, RECORDED IN BOOK 2838
PAGE 280 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY, AND BEING THE PART OF THAT CERTAIN TRACT OF LAND
MARKED "B. S. WESTON 1898.4 ACRES" ON A MAP OF PARTITION OF PART
OF THE RANCHO LOS PALOS VERDES FILED IN CASE NO. 11575 OF THE
SUPERIOR COURT OF SAID COUNTY, A COPY OF WHICH MAP IS FILED IN
BOOK 1 PAGE 3 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF
LAND CONVEYED TO STANDARD OIL COMPANY, BY DEED DATED
DECEMBER 18, 1925, RECORDED IN BOOK 5494 PAGE 188 OF OFFICIAL
RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTH 62 DEGREES 50
MINUTES 50 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY LINE OF
SAID LAND CONVEYED TO STANDARD OIL COMPANY 1718.60 FEET, TO THE
SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO
PACIFIC SEMI-CONDUCTORS, INC., A DELAWARE CORPORATION,
RECORDED MAY 1, 1961 AS INSTRUMENT NO. 1723 IN BOOK D-1206 PAGE
131, OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING OF THIS
DESCRIPTION; THENCE NORTHERLY, PARALLEL WITH THE WESTERLY
BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE
SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, FORMERLY
KNOWN AS WILMINGTON AND SALT WORKS ROAD, AS DESCRIBED IN

DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 1135 PAGE 101 OF DEEDS AND IN BOOK 754 PAGE 171 OF DEEDS, RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE OF LOMITA BOULEVARD, 422.81 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE WESTERLY BOUNDARY LINE OF SAID B. S. WESTON ALLOTMENT TO A POINT IN THE SOUTHERLY LINE OF SAID LAND CONVEYED TO STANDARD OIL COMPANY; THENCE NORTH 62 DEGREES 50 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY LINE 422.81 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS IN OR UNDER SAID LAND OR THAT MAY BE PRODUCED THEREFROM, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH THE SURFACE OF OR THAT PORTION OF THE SUBSURFACE LYING 500 FEET VERTICALLY IN DEPTH BELOW THE SURFACE THEREOF.